

Know all men by these Presents: That

TIFA, LTD. a New Jersey corporation, successor by statutory merger to
TIFA, LTD., a Liberian corporation,

hereinafter designated as the Releasee

for and in consideration of the sum of -----
THIRTY SEVEN THOUSAND FIVE HUNDRED (\$37,500.00)----- Dollars
NATIONAL GYPSUM COMPANY, a Delaware corporation
lawful Money of the United States of America, to the Releasee in hand paid by

hereinafter designated as the Releaser

the receipt whereof is hereby acknowledged, has released, released and forever discharged, and by
these Presents does remise, release and forever discharge the said Releasee of and from all debts,
obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties,
controversies, suits, actions, causes of actions, trespasses, variances, judgments, extents,
caveats, damages, claims or demands, in law or in equity, which against the said Releasee, the
Releaser ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any
matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these
Presents.

More particularly Releaser releases and discharges Releasee from
all claims and demands arising out of an Agreement of Sale and
Purchase dated August 24, 1977, a Letter Agreement of the same date
and an Agreement dated as of April 12, 1978 relating to the sale
by National Gypsum Company to Tifa, Ltd. of real property located
on Division Avenue in the Township of Passaic, Morris County, New
Jersey.

Said Releaser also releases and discharges the said Releasee from
any and all claims as alleged in a suit in the Superior Court of
New Jersey, Law Division, Morris County, entitled, Tifa, Ltd. vs.
National Gypsum Company (Docket No. L-12012-78).

EXCEPTING, HOWEVER, the obligations of Releasee to Releaser as more
particularly set forth in the Rider attached hereto.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such
designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, persons
or legal representatives, successors and assigns" had been inserted after each and every such designation and all the
terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the
respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors
and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or
the plural or singular number is intended to include the appropriate gender or number as the text of the within
instrument may require.

In Witness Whereof, the said Releaser has hereunto set his hand and seal or caused these
presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed
this 1 day of 1979.

Signed, Sealed and Delivered
in the presence of
or Attested by

(LS)

(LS)

TIFA, LTD.

Secretary

By *A. Livingston*

President

State of New Jersey,
County of

ss.:

We do Remembered, that on this

day of 11

19

before

the subscriber,

personally appeared Arnold M. Livingston and Carol Blochlinger.

who, I am satisfied, are the persons named in and who executed the within instrument
and thereupon they acknowledged that they signed, sealed and delivered the same
their act and deed, for the uses and purposes therein expressed.

Notary Public in and for the State of New Jersey

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1. Releasee's indemnification of Releasor and the terms thereof as set forth in Paragraphs 2A, B, C, D, 4 and 5 of the Agreement dated April 12, 1978.

2. Releasee's Agreement to share with Releasor certain costs in the event that Releasor proceeds with a pesticide use application to the Planning Board of the Township of Passaic as hereinafter restated which supersedes the Letter Agreement dated August 24, 1977 as amended by Paragraph 3(H) of the Agreement:

Releasee will pay and be responsible for fifty percent (50%) of the following costs (but Releasee's contribution to be a maximum of \$30,000) incurred by or on behalf of Releasor commencing from the date that Releasor files an Application and Site Plan with the Planning Board of Passaic Township to permit the use of pesticides on the Premises and terminating on February 28, 1980:

A. Rental costs for the pesticide aspects of the business;

B. Hiring of environmental experts, their reports and testimony in pursuit of the pesticide certificate of occupancy;

C. Legal fees and costs involved in pursuing the pesticide certificate of occupancy.

Bills will be forwarded to Gold Bond Division of National Gypsum Company, Attention: Director of Divestments, on a monthly basis. Releasee will thereupon pay to Releasor one-half (1/2) of the amount presented. Releasee shall have the right to authenticate the validity of the expenditures.

Know all men by these Presents: That

NATIONAL GYPSUM COMPANY, a Delaware corporation,

hereinafter designated as the Releasor,

for and in consideration of the sum of

One (\$1.00) Dollar

lawful Money of the United States of America, to the Releasor in hand paid by

TIFA, LTD., a New Jersey corporation, successor in interest by statutory merger with Tifa, Ltd., a Liberian corporation,

hereinafter designated as the Releasee,

the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these Presents does remise, release and forever discharge the said Releasee of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of actions, trespasses, variances, judgments, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasee, the Releasor ever had, now has or hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these Presents.

More particularly, Releasor releases and discharges Releasee from all claims and demands arising out of an Agreement of Sale and Purchase dated August 24, 1977 a Letter Agreement of the same date and an Agreement dated as of April 12, 1978 relating to the sale by National Gypsum Company to Tifa, Ltd. of the real property located on Division Avenue in the Township of Passaic, Morris County, New Jersey.

EXCEPTING, HOWEVER, (1) The debt and obligation of Releasee to Releasor under a certain note and purchase money mortgage dated June 1, 1978 in the original principal amount of \$419,000.00.

(2) Releasee's obligations to Releasor and the terms thereof as set forth in Paragraphs 3B, 3C, 3D, 4 and 5 of the Agreement dated April 12, 1978.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this _____ day of _____ 19 79 .

Signed, Sealed and Delivered
in the presence of
or Attested by

(L.S.)

(L.S.)

NATIONAL GYPSUM COMPANY

By _____ Secretary _____ President

State of New Jersey,

County of _____

Be it Remembered, that on this _____ day of _____ 19 _____, before me, the subscriber, personally appeared

ss.:

day of _____ 19 _____, before

who, I am satisfied, the person named in and who executed the within Instrument and thereupon acknowledged that signed, sealed and delivered the said act and deed, for the uses and purposes therein expressed.

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